

EASTBOURNE INVESTMENTS LTD.

As Landlord

and

CITY OF CLEARWATER

As Tenant

LEASE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
1. LEASED PREMISES	1
2. TERM	1
3. USE	1
4. RENT	2
5. TENANT'S PROPORTIONATE SHARE OF TAXES, INSURANCE, OPERATING, MAINTENANCE AND OTHER EXPENSES.....	3
6. LANDLORD'S SERVICES.....	4
7. UTILITIES.....	4
8. MAINTENANCE AND REPAIRS	4
9. ACCESS TO THE LEASED PREMISES	4
10. QUIET ENJOYMENT.....	5
11. ALTERATIONS	5
12. LIABILITY.....	5
13. INSURANCE.....	6
14. FIRE OR OTHER CASUALTY.....	7
15. EMINENT DOMAIN	8
16. SUBORDINATION.....	8
17. ESTOPPEL CERTIFICATE.....	8
18. DEFAULT	9
19. FAILURE TO INSIST ON STRICT PERFORMANCE.....	10
20. SURRENDER OF LEASED PREMISES	10
21. HOLDING OVER	11
22. EXPENSES AND ATTORNEYS' FEES	11
23. OBLIGATIONS OF TENANT.....	11
24. ASSIGNMENT OR SUBLETTING.....	11
25. BROKER	12
26. RULES AND REGULATIONS	12
27. USE OF PARKING LOT AND OTHER COMMON AREAS.....	12
28. RELOCATION.....	13

29. SMOKING AND NON-SMOKING AREAS13

30. RADON GAS13

31. MISCELLANEOUS13

32. CONSTRUCTION.....14

33. FORCE MAJEURE14

34. SECURITY DEPOSIT.....14

35. NO RECORDATION OF LEASE.....14

36. REPRESENTATIONS AND WARRANTIES OF TENANT15

37. CONSENT OF MORTGAGEE.....15

38. NON-RECOURSE TO LANDLORD15

39. DISCLAIMER REGARDING SECURITY15

40. WAIVER OF JURY TRIAL.....15

41. TERMINATION BY TENANT16

42. PUBLIC RECORDS16

43. CAPTIONS AND COUNTERPARTS16

- EXHIBIT A - PROPERTY
- EXHIBIT B – OUTLINE OF LEASED PREMISES
- EXHIBIT C - PREMISES
- EXHIBIT D - BUILDING RULES AND REGULATIONS
- EXHIBIT F – PARKING PLAN

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into effective as of the _____, by and between **EASTBOURNE INVESTMENTS LTD.**, a Delaware corporation, c/o Ciminelli Real Estate Services of Florida, LLC, 4100 W. Kennedy Blvd., Suite 105, Tampa, Florida 33609 (the "Landlord"), and **City of Clearwater**, having its address at 401 Corbett Street, Suite 400, Clearwater Florida 33756 (the "Tenant").

RECITALS:

A. Landlord owns certain real property located at 401 Corbett Street, Clearwater FL 33756 in Pinellas County, Florida ("Property"), more particularly described in Exhibit A attached hereto and made a part hereof, and the building known as Powell Professional Center located on the Property ("Building").

B. Landlord and Tenant are parties to that certain Lease Agreement dated **April 23, 2019**, whereby Tenant leases from Landlord approximately **3,719** rentable square feet within the Building and commonly known as Suite **400** (the "Prior Lease"). The Term of the Prior Lease expires on **May 31, 2024**.

C. Landlord and Tenant desire to enter into this Lease Agreement as a renewal of the Prior Lease, all as more fully set forth herein.

E. The Property is or may be, from time to time, subject to one or more mortgages in favor of one or more mortgagees (individually, "Mortgagee") to secure certain indebtedness of the Landlord.

NOW, THEREFORE, in consideration of the foregoing and of the representations and agreements contained in this Lease Agreement, the parties hereby agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant leases from Landlord, **Suite 400**, containing approximately **3,719** rentable square feet of space on the **fourth** floor of the Building, located as shown on Exhibit B attached hereto and made a part hereof (the "Leased Premises"), upon the terms and conditions set forth in this Lease Agreement. Tenant accepts the Leased Premises in its "As Is" current condition. Except as expressly set forth in this Lease Agreement and in the Work Letter, Landlord shall have no obligation to make or pay for any improvements in or to the Leased Premises. All warranties, including those with respect to the condition of the Leased Premises or its fitness for use, either expressed or implied, are hereby disclaimed and expressly waived by Tenant.

2. TERM.

(a) The initial term ("Initial Term") of this Lease Agreement shall commence on **June 1, 2024** (the "Commencement Date"), and shall expire at midnight on **May 31, 2027**. If the Commencement Date falls on a day other than the first day of a calendar month, the first lease year shall include the partial calendar month during which the Commencement Date occurs and the immediately following twelve (12) calendar month period, and the lease term shall automatically be extended to include such partial calendar month.

(b) The "Term" of this Lease Agreement shall mean the Initial Term and any renewal term created pursuant the Tenant's exercise of a renewal option granted to Tenant in this Lease Agreement. Any other renewal or extension of the Initial Term shall be at Landlord's sole discretion and shall be subject to such terms and conditions as Landlord in its sole discretion may require.

3. USE. Tenant shall occupy, use and operate the Leased Premises only for **a medical office** use, and for no other purpose. Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied (a) for an unlawful or disreputable purpose, (b) in violation of any certificate of occupancy, temporary or otherwise, or restrictions or regulations affecting the Leased Premises, (c) in any manner which may constitute a nuisance, public or private, unreasonably annoy or inconvenience other tenants of the Building, or make void or voidable any insurance then in force with respect thereto. Tenant shall not operate a telemarketing or similar use in the Leased

Premises. Tenant shall conduct its operations in compliance with all applicable federal, state and local laws, ordinances, rules, regulations or orders related to Hazardous Substances (as defined in Section 12 hereof) and shall at all times keep the Leased Premises free and clear of any and all unpermitted or unauthorized Hazardous Substances. Tenant shall be responsible for medical, special and infectious waste and materials (collectively, "Biohazardous Waste") collection, maintenance, storage, removal and disposal in accordance with all applicable laws, regulations and orders. Further, Tenant shall not permit the mixing or disposal of any Hazardous Substances or Biohazardous Waste with the general office refuse.

Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business at the Leased Premises, whether the same are in force at the commencement of the Term of this Lease Agreement or may be in the future passed, enacted or directed.

Tenant shall not erect, install, maintain or display any signs, lettering, awnings, canopies or advertising on the interior or exterior of the Leased Premises or the Building without the prior written consent of Landlord, which consent may be withheld or denied by Landlord in its sole and absolute discretion. In the event such consent of Landlord is obtained, Tenant, at its sole cost and expense, shall provide and maintain all signage, vinyl lettering and the like in good condition and repair at all times during the Lease Term. Upon the termination of this Lease Agreement, Tenant shall remove all signs, lettering, awnings and canopies and repair any and all damage caused by such removal. Tenant shall be responsible for ensuring that all signs, lettering, awnings, canopies or advertising erected or installed by Tenant comply with all applicable laws.

4. RENT.

(a) Tenant covenants and agrees to pay to Landlord as base rent during the Initial Term of this Lease Agreement the amounts as set forth below in this Section 4(a). Such base rent shall be payable monthly in advance, without notice, demand, offset or deduction, on the first day of each month of the Term, except the base rent for the first full calendar month of the Term shall be payable on the date of the execution of this Lease Agreement. Such base rent shall be due in the amounts set forth as follows:

Effective Date	No. of Months	MG Rate	Monthly	Annual
06/01/24	12	\$22.00	\$6,818.17	\$81,818.04
06/01/25	12	\$22.66	\$7,022.70	\$84,272.40
06/01/26	12	\$23.34	\$7,233.40	\$86,800.80

"Rent" (which term shall include base rent, additional rent as described in this Lease Agreement and any additional amounts or charges due from Tenant hereunder) shall be paid to Landlord in lawful money of the United States of America to **Eastbourne Investments Ltd. c/o Ciminelli Real Estate Services of Florida, LLC, 4100 W. Kennedy Blvd., Suite 105, Tampa, FL 33609**, or to such other person or at such other place as Landlord may from time to time designate in writing. Tenant's covenant to pay base rent and additional rent under this Lease Agreement is an independent covenant.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than that provided herein shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein.

(c) Any installment of Rent not received by Landlord within five (5) days after it is due shall be subject to a late charge equal to five percent (5%) of such installment and shall bear interest from the due date at the rate of three percent (3%) per annum in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication.

(d) In the event that the Term commences after the first day of a month or expires prior to the last day of a month, Rent for such fractional month shall be prorated based on a 30-day month.

(e) Except as expressly provided in this Lease Agreement, Tenant shall not make any prepayment of Rent.

(f) Tenant represents to Landlord that Tenant is currently exempt from paying all sales and use taxes in the State of Florida. Contemporaneous with the execution of this Lease Agreement, Tenant will provide Landlord with a copy of its current Florida Sales Tax Exemption Certificate. If there is a change in the Tenant's tax exemption status, Tenant shall immediately notify Landlord and begin paying applicable sales taxes on all Rent paid and payable hereunder from and after the date Tenant lost its exemption.

5. TENANT'S PROPORTIONATE SHARE OF TAXES, INSURANCE, OPERATING, MAINTENANCE AND OTHER EXPENSES.

(a) As used in this Section 5, a "Lease Year" shall be each twelve month period from January 1 through December 31 during the term of this Lease Agreement.

(b) For each Lease Year during the Term after calendar year 2024 (the "Base Year"), Tenant shall pay to Landlord as additional rent its Proportionate Share (as hereafter defined) of the amount by which the Enumerated Items (as hereafter defined) for such Lease Year exceeds the amount of the Enumerated Items for the Base Year (the "Base Year Enumerated Items"). The amount by which the Enumerated Items for any Lease Year exceeds the Base Year Enumerated Items is hereafter referred to as the "Increased Cost". For purposes of this Lease Agreement, "Enumerated Items" shall mean Landlord's expenses for (i) all state and local real estate taxes and assessments, and payments in lieu thereof, and all other charges and assessments imposed upon the Property ("Taxes"), (ii) premiums for fire, casualty, liability, rent loss and any other insurance maintained by Landlord ("Insurance"), (iii) the maintenance services provided for in Section 6, (iv) water and sewer service and other utilities for the Property ("Utilities"), (v) janitorial and cleaning services, and removal of trash, from the common areas, and (vi) all other operating, management, maintenance, repair and other expenses incurred by Landlord with respect to the Property.

(c) On or about January 1 of each Lease Year after the Base Year (or as soon thereafter as practical), including, at Landlord's election, January 1, 2025, Landlord shall provide Tenant with a comparison of the Base Year Enumerated Items and the projected Enumerated Items for such current Lease Year (the "Estimated Enumerated Items"), and Tenant shall thereafter pay, as additional rent, Tenant's Proportionate Share of any projected excess of the Estimated Enumerated Items for such Lease Year over the Base Year Enumerated Items. Said amount shall be payable in advance on a monthly basis by way of paying 1/12th of such projected excess during each month of such Lease Year. Until Landlord has furnished Tenant such comparison, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such comparison is given, at which time Tenant shall adjust its monthly installments of Estimated Enumerated Items to compensate for any deficiency in the amounts of Estimated Enumerated Items previously paid by Tenant for that Lease Year. Landlord shall, within a period of one hundred twenty (120) days (or as soon thereafter as practical) after the close of each Lease Year following the Base Year provide to Tenant an unaudited statement of such Lease Year's actual Enumerated Items (such actual Enumerated Items and Base Year Enumerated Items both being adjusted to reflect throughout the pertinent Lease Year). If the actual Enumerated Items exceed the Estimated Enumerated Items, Tenant shall pay its Proportionate Share of such excess to Landlord within thirty (30) days of Tenant's receipt thereof. If such Lease Year's Estimated Enumerated Items are greater than the actual Enumerated Items, Landlord shall credit to Tenant, within thirty (30) days of the issuance of such statement, Tenant's Proportionate Share of the difference between (a) the Estimated Enumerated Items, and (b) the greater of the actual Enumerated Items or the Base Year Enumerated Items.

(d) For purposes of this Section 5, Tenant's "Proportionate Share" of the Increased Cost of each Enumerated Item or component thereof shall be computed by multiplying (a) the Increased Cost of each Enumerated Item by (b) a fraction, the numerator of which is the number of rentable square feet in the Leased Premises and the denominator of which is the number of rentable square feet of space in the Building (46,399 RSF), or 8.02%. The Increased Cost of

each Enumerated Item shall be net and shall be reduced by the amount of any insurance or other reimbursement or recoupment payment, discount or credit actually received by Landlord in connection therewith. With respect to any Lease Year or partial Lease Year in which the Property is not occupied to the extent of 95% of the rentable area thereof, or Landlord is not supplying services to 95% of the rentable area thereof, the Enumerated Items for such period shall be increased to the amount which would have been incurred had the Property been occupied to the extent of 95% of the rentable area thereof and Landlord had been supplying services to 95% of the rentable area thereof. If the Term of this Lease Agreement terminates on a date other than December 31, then Tenant's obligation to pay additional rent (including, without limitation, Tenant's Proportionate Share of Increased Costs) for the partial Lease Year during which this Lease Agreement terminates (1) shall be pro-rated based upon the number of days in said partial Lease Year during which this Lease Agreement was in effect, and (2) shall survive the termination of this Lease Agreement.

(f) Notwithstanding the forgoing, increases in Controllable Costs payable by Tenant shall be capped at 5% per year on a cumulative and compounding basis. The term "Controllable Costs" means the Enumerated Item other than Taxes, Insurance and Utilities.

(g) Tenant's obligation to pay its Proportionate Share of the Increased Cost of the Enumerated Items during the term hereof shall survive the expiration or termination of this Lease Agreement.

6. LANDLORD'S SERVICES. Landlord shall, during the Term of this Lease Agreement, provide maintenance, repairs and replacements to the foundation, roof and load bearing walls of the Building and the components of the heating, plumbing, water, electrical, sprinkler and air conditioning systems of the Building, all of which are needed in the reasonable judgment of Landlord, unless caused by the misuse or negligence of Tenant, its employees, agents, contractors or invitees. In addition, Landlord shall provide parking lot lighting, striping and maintenance; landscaping; maintenance of fences (if any); lawn care; maintenance of Building exterior and sign (if any); and cleaning and maintenance of common hallways, walks, restrooms and other common areas. Landlord shall not be required to perform any services except as specifically set forth herein.

7. UTILITIES. Landlord shall provide (a) heat and air conditioning Monday through Friday exclusive of holidays from 8 a.m. to 6 p.m. and Saturday from 9 a.m. to 12 p.m., and (b) water customary for office purposes. Tenant shall be responsible for the cost of electrical usage for the Leased Premises, and shall contract for and pay for said usage directly to the appropriate utility company. Landlord shall be responsible for the costs of water and sewer and for normal trash collection from the common areas. Landlord shall not be liable for any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such failure to supply such service which failure is outside the reasonable control of Landlord.

8. MAINTENANCE AND REPAIRS. Tenant shall, at its sole expense, be responsible for maintaining the Leased Premises in a good, orderly and clean condition. Tenant shall cause the removal of trash (including, without limitation, Biohazardous Waste) from the Premises and shall undertake normal interior cleaning and janitorial services. Tenant shall also repair, at its sole expense to the extent not covered by insurance, and to the satisfaction of Landlord, any damage to the Property, the Leased Premises, the Building or any appurtenances thereto caused by the misuse or negligence of Tenant, its employees, agents, contractors or invitees. Whenever glass is broken due to the misuse or negligence of Tenant, its employees, agents, contractors or invitees, Tenant agrees to replace all broken glass with glass of the same size and quality of that broken at its sole expense to the extent not covered by insurance. Tenant shall not be entitled to any partial or total abatement of Rent for periods during which repairs are required to be made, whether such repairs are the responsibility of Landlord or Tenant.

9. ACCESS TO THE LEASED PREMISES. Tenant agrees that Landlord shall have such rights to enter upon the Leased Premises (during normal business hours and upon giving Tenant reasonable advance notice), including rights of ingress and egress, as shall be necessary to enable it to exercise its powers, rights, duties and obligations as set forth in this Lease Agreement. Landlord shall further have the right to enter into and grant licensees the right to enter into the Leased Premises during Tenant's normal business hours, or in the case of an emergency at any time, upon reasonable notice to Tenant under the circumstances, for any purpose which Landlord

may deem necessary, including, without limitation, for making structural repairs to the Building or the Leased Premises or any other repairs for which Landlord is responsible, or for exhibiting the Leased Premises to prospective purchasers, mortgagees or tenants.

10. QUIET ENJOYMENT. Landlord covenants that so long as Tenant is not in default hereunder, it shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease Agreement and any renewal or extension hereof without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the provisions hereof, and of any mortgages, easements, restrictions, declarations and agreements to which the Leased Premises are now or shall hereafter be subject.

11. ALTERATIONS. Tenant shall make no alterations, additions or improvements in or to the Leased Premises without Landlord's prior written consent, which consent Landlord shall have the right to withhold in its sole discretion if the proposed alterations, additions or improvements affect the roof, structural elements, or mechanical, plumbing or electrical elements of the Building. In the event that Landlord consents to any alterations, additions or improvements, Landlord shall furnish to Tenant at the time of delivering the consent a listing of all of Landlord's requirements with respect to construction. Any such alterations, additions or improvements shall be made at Tenant's sole expense. Any alterations, additions, improvements or modifications to the Premises made by Tenant, shall be made in a good and workmanlike manner, and in accordance with all applicable laws, regulations, building and fire safety codes, and other governmental requirements, and in subject to the reasonable rules and conditions of Landlord.

Tenant has no authority or power to cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed upon the Leased Premises, the Building or the Property, and any and all liens and encumbrances created by Tenant shall be attached only to its interest in the Leased Premises. Any lien or claim of lien filed against the Leased Premises, the Building or the Property for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall be discharged by Tenant or, at the discretion of Landlord, be transferred to a bond pursuant to the Florida Construction Lien Law, at Tenant's expense, within ten (10) days after such lien is filed. If Tenant fails to discharge (or, if permitted, bond) any such liens, then Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding shall be due from Tenant on demand and shall bear interest at the rate of three percent (3%) per annum in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication.

LANDLORD HEREBY NOTIFIES ALL PERSONS AND ENTITIES THAT ANY LIENS CLAIMED BY ANY PARTY AS THE RESULT OF IMPROVING THE LEASED PREMISES OR THE BUILDING PURSUANT TO A CONTRACT WITH, BENEFITING, OR AT THE DIRECTION OF, TENANT, OR WITH ANY PERSON OTHER THAN LANDLORD, SHALL EXTEND TO, AND ONLY TO, THE RIGHT, TITLE AND INTEREST IN AND TO THE LEASED PREMISES OR THE BUILDING, IF ANY, OF THE PERSON CONTRACTING FOR SUCH IMPROVEMENTS. Tenant shall cause the foregoing notice to be included in any contracts entered into by Tenant with respect to the improvement of the Leased Premises.

12. LIABILITY.

(a) Landlord hereby agrees to indemnify Tenant for claims brought against Tenant only to the extent that the claims are found to result from the sole negligence of Landlord, including its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third-party agents of Landlord. In addition, this indemnification shall be construed to limit recovery by Tenant against Landlord to only those damages caused by the Landlord's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

(b) Tenant hereby agrees to indemnify Landlord for claims brought against Landlord only to the extent that the claims are found to result from the sole negligence of Tenant, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third-party agents of Tenant. This indemnification shall not be construed as a waiver of Tenant's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which Tenant could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Tenant must comply with the procedures found in §768.28, Florida

Statutes. In order to comply with the requirements of §166.241, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Lease Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against Tenant to only those damages caused by Tenant's sole negligence, and specifically not include any attorney's fees or costs associated therewith. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense Tenant may have under §768.28, Florida Statutes or as consent to be sued by third parties.

(c) Landlord and Mortgagee shall not be liable for any damage or injury to the Leased Premises, to any property thereon, or to Tenant, its agents, contractors, employees, invitees or licensees, arising from any use or condition of the Leased Premises including, without limitation, any injury or damage to persons or property resulting from fire, explosion, collapse, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Leased Premises or from the pipes, sprinklers, appliances or plumbing works or from the road, street or subsurface or from any other place or by dampness or by any other cause whatsoever, or from latent defects in the Building except to the extent caused by Landlord's negligence.

(d) Tenant shall conform with any applicable federal, state or local law, rule, regulation or order related to Hazardous Substances. "Hazardous Substances" shall mean, without limitation, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, oil, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and Biohazardous Waste and including without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "harmful" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 6901, et seq.), the Hazardous Materials Transportation Act, as amended (40 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (41 U.S.C. §§ 6901 et seq.), the Clean Air Act (42 U.S.C. §§ 7401, et seq.), the Rivers and Harbors Appropriations Act (33 U.S.C. §§ 401-413), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented.

(e) This Section 12 will survive the expiry or early termination of this Lease Agreement.

13. INSURANCE.

(a) Tenant shall, at its expense, at all times during the term of this Lease Agreement maintain in force a policy or policies of (i) comprehensive commercial general liability insurance, including contractual liability and liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Leased Premises or with respect to the operations of Tenant in the Leased Premises, in which the limit of coverage shall be not less than Two Million Dollars (\$2,000,000) combined single limit, for bodily injury, death, and property damage liability and (ii) all risks casualty insurance covering property and inventory used or stored at the Leased Premises. Each such policy of insurance shall be written by one or more insurance companies licensed to do business in the State of Florida, shall name Landlord and Landlord's mortgage lender and agents as additional insured and as the certificate holder thereof, with express waivers of subrogation against Landlord, shall not be cancelable or amendable for any cause without first giving Landlord thirty (30) days' prior written notice, shall be on a per occurrence basis, shall provide that the insurance is primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause. A certificate of said insurance or, at the request of the Landlord, a duplicate original of the policy, shall be delivered to Landlord on or before the Commencement Date, and certificates or, at the request of the Landlord, duplicate originals of the policy with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord at least ten (10) days prior to the expiration or cancellation of any policies which they replace.

Landlord shall, at its sole cost and expense, obtain and maintain in full force and effect for the mutual benefit of Landlord and Tenant, commercial general liability insurance in the minimum amount of \$2,000,000.00, per occurrence, against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises. A certificate of such insurance shall be furnished to Tenant at the commencement of the Lease term. Landlord shall endeavor to provide at each renewal a certificate of such policy to Tenant at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice to Tenant. Such insurance may be in the form of general coverage, floater policy, self-insurance or so-called blanket policy issued by insurers of recognized responsibility.

Tenant and Landlord shall each maintain and keep in force all employees' workers' compensation insurance as required under the laws of the State of Florida.

(b) To effectuate the purposes of Section 12, the Parties will provide for and insure, in the general liability policies required in Section 13(a) hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to Section 12. Anything to the contrary in this Lease Agreement notwithstanding, the covenants of the Tenant and Landlord contained in this Section 13 shall remain in full force and effect after the termination of this Lease Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (ii) payment in full or the satisfaction of such claim or cause of action and of all expenses and charges incurred by the Landlord or the Mortgagee relating to the enforcement of the provisions herein specified.

(c) Landlord and Tenant (for themselves and their respective insurers) each hereby waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees and agents of such other party, for any loss or damage to such waiving party arising from any cause to the extent such loss or damage is covered by any fire and extended coverage or other similar casualty insurance maintained or required to be maintained by such party under the terms and provisions of this Lease Agreement. Landlord and Tenant will each cause their respective insurers to issue appropriate waivers of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves) to all fire and extended coverage policies of insurance or other similar insurance maintained or required to be maintained by such party, pursuant to the terms and provisions of this Lease Agreement in connection with the Leased Premises, the Building and the contents of the Leased Premises.

14 FIRE OR OTHER CASUALTY. In the event that the Leased Premises shall be rendered wholly untenantable by fire or other casualty, the Landlord shall be entitled to the proceeds of all applicable insurance maintained by Landlord, and may, at its option, (a) terminate this Lease Agreement by giving Tenant written notice thereof within thirty (30) days from the date of said damage or destruction, or (b) repair or replace the Leased Premises to substantially the same condition as prior to the damage or destruction. The Rent herein required to be paid shall abate during the period of such untenantability unless such damage or destruction was caused by Tenant, its employees, agents, contractors, invitees or licensees.

If the Leased Premises shall be damaged in part by fire or other casualty, but still remain partially tenantable, Landlord shall repair the Leased Premises to substantially the same condition as prior to the damage. During the period of such repairs and restorations, this Lease Agreement shall continue in full force and effect, and Tenant shall be required to pay the Rent herein reserved, abated by the percentage of area of the Leased Premises destroyed as compared to the total area of the Leased Premises unless such damage or destruction was caused by Tenant, its employees, agents, contractors, invitees or licensees.

In the event that any damage or destruction occurs during the last twelve (12) months of the Initial Term or the Renewal Term, if any, to the extent of fifty percent (50%) or more of the rentable square footage of the Leased Premises, Landlord may elect to terminate this Lease Agreement by giving notice of such election to Tenant within thirty (30) days after such damage or destruction. In such event, Landlord shall receive the proceeds of the Landlord's insurance policies without obligation to rebuild or restore the Leased Premises, and Tenant shall execute any waiver which may be required of it by any insurer or Landlord.

15 EMINENT DOMAIN. In the event that all or any portion of the Leased Premises shall be taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), all right, title and interest in and to any award granted (or sums paid in lieu thereof) shall belong entirely to Landlord, and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including, but not limited to, any part of such award attributable to Tenant's leasehold interest, if any. In the event of a partial taking, base rent shall be reduced as of the date of such taking by an amount which shall equitably reflect the portion of the Leased Premises taken. If the taking is of such a substantial nature that (a) it includes more than 25% of the square footage of the Leased Premises and (b) Tenant cannot conduct its operations in the Leased Premises, Tenant shall have the option, to be exercised by notice in writing to the Landlord within thirty (30) days after such taking, of terminating this Lease Agreement, or, if such taking be total, this Lease Agreement shall terminate upon the taking. In the event that this Lease Agreement is terminated pursuant to this Section 15, Tenant shall not have any claim against Landlord for the balance of the unexpired term of this Lease Agreement.

16 SUBORDINATION. This Lease Agreement, and all rights of Tenant hereunder, are and shall be subject and subordinate at all times to the lien of any mortgages or any deeds of trust which may now or hereafter affect the Leased Premises the Building or the Property and to all renewals, modifications, consolidations, replacements and extensions thereof and all amendments and supplements to mortgages or deeds of trust. This clause shall be self-operative without the execution of any further instrument of subordination.

In the event any proceedings are brought for foreclosure of any mortgage or deed of trust covering the Leased Premises, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease Agreement. Tenant further agrees to execute any attornment agreement required to effectuate the provisions hereof, containing such provisions as such purchaser reasonably requires.

Notwithstanding the foregoing, any such mortgagee or trustee may at any time subordinate its mortgage or deed of trust to this Lease Agreement, without Tenant's consent, by notice in writing to Tenant and thereupon this Lease Agreement shall be deemed prior to such mortgage or deed of trust without regard to their respective dates of execution and delivery, and in that event such mortgagee or trustee shall have the same rights with respect to this Lease Agreement as though it had been executed and delivered prior to the execution and delivery of the mortgage or the deed of trust and had been assigned to such mortgagee or trustee.

Tenant shall, upon request of any party in interest, execute promptly such instruments or certificates to carry out the intent of the various sections of this Section 16 as shall be requested by Landlord. If within five (5) days after the date of a request by Landlord to execute any such instrument Tenant shall not have executed and delivered the same, Tenant hereby appoints Landlord as its agent and attorney-in-fact with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates, and Landlord may, at its option, cancel this Lease Agreement without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly. Such appointment of Landlord is irrevocable and coupled with an interest.

17 ESTOPPEL CERTIFICATE. Within five (5) days after request therefor by the Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the Leased Premises, or if, upon any sale, assignment or other transfer of the Leased Premises by Landlord, an estoppel certificate shall be requested from Tenant, Tenant at its expense shall deliver to Landlord in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession of the Leased Premises, that Tenant has commenced the payment of Rent, that there have been no amendments to or modifications of this Lease Agreement and no prepayment of rental hereunder more than one month in advance, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant. If within five (5) days after the date of a request by Landlord to execute any such certificate Tenant shall not have executed and delivered the same, Tenant hereby appoints Landlord as its agent and attorney-in-fact with full power and authority to execute and deliver in the name of Tenant any such certificates, and Landlord may, at its option,

cancel this Lease Agreement without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly. Such appointment of Landlord is irrevocable and coupled with an interest.

18 DEFAULT.

(a) Any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) If any representation or warranty made by Tenant herein shall prove to be false, misleading or incorrect in any material respect as of the date made; or

(ii) If Tenant fails to pay any installment of base rent or additional rent within five (5) days after such rent is due; or

(iii) If Tenant fails to remedy a default by it with respect to any of the other covenants, conditions and agreements contained herein or in any rider, exhibit or other addendum hereto, within fifteen (15) days after written notice thereof to Tenant; or

(iv) If Tenant permanently abandons or vacates the Leased Premises or ceases to conduct its business therein (Tenant's non-occupation of the Leased Premises for a period of fifteen (15) days shall be conclusively deemed an abandonment); or

(v) If a petition in bankruptcy is filed by Tenant or if proceedings under any bankruptcy or debtor's relief law is filed against Tenant, or if Tenant becomes insolvent or admits in writing its inability to pay its debts as they become due, or if proceedings are taken by or against Tenant seeking the appointment of a receiver or similar relief; or

(vi) the sale of Tenant's interest under this Lease Agreement by execution or other legal process; or

(vii) the seizure, sequestration or impounding by virtue or under authority of any legal proceeding of any of the personal property or fixtures of Tenant used in or incident to the operation of the Leased Premises; or

(viii) Tenant's failure to carry the insurance required of Tenant pursuant to this Lease Agreement, or

(ix) any unauthorized assignment or subletting by Tenant.

It shall also be deemed an Event of Default if any of the following events occurs with respect to any guarantor of Tenant's obligations under this Lease (a "Guarantor"): (a) such Guarantor defaults under its guaranty agreement executed and delivered to Landlord, (b) the initiation of any bankruptcy, insolvency or other creditors rights proceeding involving the Guarantor, unless involuntary and dismissed within sixty (60) days, and (c) the death or disability of such Guarantor or the dissolution or termination of its legal existence.

(b) If an Event of Default shall occur, Landlord, in addition to any and all other remedies available at law or in equity, may exercise any one or all of the following options: (i) terminate Tenant's right to possession of the Leased Premises and reenter and take possession of the Leased Premises and relet or attempt to relet the Leased Premises on behalf of Tenant, at such rent and under such terms and conditions as Landlord may, in the exercise of Landlord's sole discretion, deem best under the circumstances for the purpose of reducing Tenant's liability, whereupon Landlord shall not be deemed to have thereby accepted a surrender of the Leased Premises or the leasehold estate created hereby and Tenant shall remain liable for all base rent, additional rent, and other sums due under this Lease Agreement and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease Agreement; (ii) terminate this Lease Agreement and reenter upon and take possession of the Leased Premises without notice to Tenant, whereupon the term hereby granted and all right, title and interest of Tenant in the Leased Premises shall terminate, and such termination shall be without prejudice to Landlord's right to collect from Tenant any base rent, additional rent, or other sums hereunder that has accrued prior to such termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant contained in this Lease Agreement; and (iii) declare the entire

remaining unpaid Rent for the term of this Lease Agreement then in effect to be immediately due and payable, and, at Landlord's option, take immediate action to recover and collect the same by any available procedure. At any time during any such repossession or reletting by Landlord, Landlord may, by delivering written notice to Tenant, elect to exercise its option under item (ii) of the preceding sentence to accept a surrender of the Leased Premises and the leasehold estate created hereby, terminate and cancel this Lease Agreement, and retake possession and occupancy of the Leased Premises on behalf of Landlord. Tenant hereby waives delivery of any and all statutorily required notices or demands in the event of Tenant's default, any statement or implication to the contrary elsewhere within this Lease Agreement notwithstanding. Mention in this Lease Agreement of any particular remedy shall not preclude Landlord from resorting to any other remedy, in law or in equity. The foregoing remedies and rights of Landlord are cumulative. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's eviction or dispossession for any cause.

(c) The damages suffered by Landlord because of Tenant's breach of this Lease Agreement as described in subsection (b) above shall include, (i) such reasonable expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Leased Premises in good order, (ii) any deficiency between the rents and other sums hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease Agreement. In computing such damages there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the Leased Premises in good order. Landlord, at Landlord's option, may make such alterations, repairs, decorations and replacements as are reasonably necessary or desirable for the purpose of re-letting the Leased Premises, and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Neither the failure or refusal of Landlord to re-let the Leased Premises or any part or parts thereof nor, in the event that the Leased Premises are re-let, the failure of Landlord to collect the rent under such re-letting shall release or affect Tenant's liability for damages, and Landlord shall not in any way be liable for same. Landlord agrees to attempt in good faith to mitigate its damages in the event of a Tenant default hereunder, but Landlord shall not be obligated to attempt to relet the Leased Premises, nor shall Landlord be deemed to have failed to attempt to mitigate such damages if Landlord leases other space in the Building, or in any other building owned by Landlord, prior to attempting to relet the Leased Premises. Any such deficiency shall be paid in monthly installments by Tenant on the rent days specified in this Lease Agreement and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Any such action may be an action for the full amounts of all rents then due or to be due to, and all damages then suffered or to be suffered by, Landlord.

19 FAILURE TO INSIST ON STRICT PERFORMANCE. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Lease Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

20 SURRENDER OF LEASED PREMISES.

(a) Tenant shall, upon the expiration or termination of this Lease Agreement, by lapse of time or otherwise, return the Leased Premises to Landlord (i) free of any Hazardous Substances and Biohazardous Substances in order that the Leased Premises shall conform with all applicable federal, state or local laws, rules, regulations and orders related to Hazardous Substances, and (ii) in as good condition as when received, loss by fire or other unavoidable casualty and reasonable wear and tear excepted. It is understood and agreed that the exception made as to "loss by fire or other unavoidable casualty" does not include damages, fires or casualties caused or contributed to by the negligent act of Tenant, its servants, agents, employees, invitees or licensees, to the extent such loss is not compensated for by insurance. Tenant shall surrender all keys to the Leased Premises and inform Landlord of all combinations on locks, safes and vaults therein.

(b) All installations, additions, fixtures and improvements in or upon the Leased Premises, whether placed there by Landlord or Tenant, including, without limitation, paneling, decoration, partitions, railings, millwork, cabinets, carpeting and flooring, shall, at Landlord's option, become the property of Landlord and shall remain upon the Leased Premises at the expiration or termination of this Lease Agreement without compensation, allowance or credit to the Tenant; provided, however, Tenant shall have the option of removing any trade fixtures which it installed in or upon the Leased Premises prior to the termination of this Lease Agreement, but Tenant shall remain responsible for repairing any damage caused to the Leased Premises by such removal.

(c) Any furniture, equipment, machinery or movable property owned by Tenant and brought onto the Leased Premises during Tenant's occupancy thereof and not removed at the expiration or termination of the Lease Agreement shall be deemed to have been abandoned by Tenant and shall, without any further act by Tenant, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant and may be sold by Landlord or disposed of by Landlord as it sees fit. Any amount realized upon any such a sale shall be the property of Landlord. If Landlord has directed Tenant to remove any or all of such property, Tenant shall remain liable for the cost of its removal and for the cost of restoring the Leased Premises after such removal.

The provisions of this Section 20 shall survive the termination or expiration of this Lease Agreement.

21 HOLDING OVER. Should Tenant fail to vacate the Leased Premises at the expiration or termination hereof, such holding over shall operate and be construed to be a tenancy at sufferance at a daily rental rate equal to twice the daily rate of base monthly rental payable for the last month of the term of this Lease Agreement (unless otherwise agreed to in writing by Landlord), plus additional rent as provided herein and subject to the conditions, obligations and provisions of this Lease Agreement. No such holding over or payment or acceptance of rent resulting therefrom shall constitute or be deemed a reconfirmation or renewal of this Lease Agreement. Nothing in this Section 21 shall be construed as a consent by Landlord to the possession of the Leased Premises after the expiration or termination of this Lease Agreement.

22 EXPENSES AND ATTORNEYS' FEES. In any litigation arising from the default in the performance of any of the provisions of this Lease Agreement by either Tenant or Landlord or through or because of Tenant's use or occupancy of the Leased Premises, the prevailing party to any such litigation shall be entitled to receive from the other party reasonable attorneys' fees and costs incurred in connection with such litigation, including, without limitation, attorneys' fees in appellate and bankruptcy court proceedings. In the event that either Landlord or Tenant be made a party to such litigation commenced by a person other than the parties hereto, then such party performing the act or suffering the omission which is alleged to be the subject of the litigation shall pay all costs, expenses and reasonable attorneys' fees incurred by the other party which arise from or in connection with such litigation.

23 OBLIGATIONS OF TENANT. If Tenant fails to perform any of its obligations hereunder, Landlord may (but shall not be obligated to) perform same, and in such event, Tenant shall reimburse Landlord for the cost thereof, and said reimbursement shall be due and payable upon demand by Landlord and shall bear interest at the rate of three percent (3%) per annum in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication.

24 ASSIGNMENT OR SUBLETTING. Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease Agreement or Tenant's interest in and to the Leased Premises without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld. Any attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation without the Landlord's written consent shall be void and confer no rights upon any third party. The prohibitions of this Section shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation, Tenant shall remain fully liable under this Lease Agreement for the performance of all of the terms, covenants and provisions hereof to be performed by Tenant.

The consent by Landlord to any transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation shall not constitute a waiver of the necessity for such consent to any subsequent attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation.

Any transfer, assignment, subletting, license or concession agreement or hypothecation to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator or mortgagor, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of Landlord, to assume, to be bound by, and to perform all the terms, covenants and conditions of this Lease Agreement to be done, kept and performed by Tenant. One executed copy of such written instrument shall be delivered to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Section shall operate to prevent any such transfer assignment, subletting, license, concession agreement or hypothecation from becoming effective.

A change in the voting control of Tenant or the sale of all or substantially all of the assets of Tenant shall be deemed to be an assignment prohibited by this Lease Agreement, thereby entitling Landlord to any and all remedies as Landlord may have in the event of a default by Tenant under this Lease Agreement. If Tenant is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership shall be deemed to be an assignment of this Lease Agreement. If Tenant is a corporation, unless Tenant is a public corporation whose stock is regularly traded on a national stock exchange or is regularly traded in the over the counter market and quoted on NASDAQ, any dissolution or merger of Tenant or sale or other transfer of a percentage of capital stock of Tenant which results in a change of controlling persons, or the sale or other transfer of substantially all of the assets of Tenant, shall be deemed an assignment of this Lease Agreement.

Concurrent with any request for Landlord's consent Tenant shall pay to Landlord the sum of \$1,000 for Landlord's review and processing of such request, and Landlord shall not be obligated to review such request prior to its receipt of the foregoing fee. In addition to the aforementioned amount, Tenant agrees to reimburse Landlord for its reasonable attorney's fees and costs incurred by Landlord in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease Agreement or Tenant's interest in and to the Leased Premises.

25 BROKER. Landlord and Tenant acknowledge that the only broker involved in bringing about this Lease Agreement is Ciminelli Real Estate Services of Florida, LLC, representing the Landlord.

26 RULES AND REGULATIONS. Tenant agrees to follow the rules and regulations set forth in Exhibit D attached hereto and made a part hereof and all other rules and regulations from time to time promulgated by Landlord with respect to the Building and the Property. In the event of any conflict between said rules and regulations and the provisions of this Lease Agreement, the provisions of this Lease Agreement shall prevail.

27 USE OF PARKING LOT AND OTHER COMMON AREAS. Tenant shall have the right to use not more than fourteen (14) parking spaces on the Property at any one time (4.0 parking spaces per 1,000 square feet contained in the Leased Premises) for the non-exclusive use of Tenant and its employees, invitees and guests. Unless otherwise designated by Landlord, the parking area in front of the Building shall be solely for use of customers of the tenants of the Building. All employees of Tenant and of other tenants shall only use the parking area designated in yellow on the Parking Plan attached hereto as Exhibit F. Landlord may, at its discretion, restripe and/or relocate any parking areas, and Landlord may, at its discretion, designate certain other portions of the parking areas in which Tenant and Tenant's employees and/or visitors may not park. Tenant shall also have the right to use, in common with others, any hallways providing access to the Leased Premises and restrooms in the Building not located within any portion of the Building leased to another tenant. All entrances of the Building, and the areas of the Building and the Property adjacent thereto, shall be used by Tenant and Tenant's employees, agents, contractors and other visitors for no purpose other than ingress and egress. Tenant shall not allow, and shall use its best efforts to prevent, the use of any of the entrances of the Building, or the areas of the Building

or the Property adjacent thereto, by any employees, agents, contractors or other visitors of Tenant for any purpose other than ingress and egress, unless such other use is authorized in advance and in writing by Landlord.

28 [Intentionally Omitted]

29 SMOKING AND NON-SMOKING AREAS. Tenant shall not allow, and shall use its best efforts to prevent, smoking in the Leased Premises or in any other portions of the Building or the Property other than those areas designated by Landlord as smoking areas.

30 RADON GAS. The following notice is given to comply with Section 404.056(8), Florida Statutes: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31 MISCELLANEOUS.

(a) This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Landlord and the Tenant, and their respective successors and assigns.

(b) This Lease Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

(c) Any notice or demand required under this Lease Agreement shall be in writing and shall be deemed to have been delivered when (i) posted at the Leased Premises, with respect to notices addressed to Tenant, (ii) personally delivered to the recipient (either by courier or nationally recognized overnight delivery service) at their respective addresses set forth in the preamble to this Lease Agreement, (iii) three business days after being deposited with the U.S. Postal Service if mailed by registered or certified mail, and addressed to Landlord and Tenant at their respective addresses set forth in the preamble to this Lease Agreement, or (iv) delivered in any other manner expressly provided under applicable law for the delivery of notices between a landlord and tenant. Such addresses may be changed by written notice as provided in this subsection. Notices issued to Tenant by Landlord's property manager or attorney on behalf of the Landlord shall be deemed duly given as if prepared and executed by the Landlord itself.

Landlord shall send a copy of any notice sent to Tenant to:

The City of Clearwater
Attn: Owen Kohler, Lead Assistant City Attorney
owen.kohler@myclearwater.com

With Copy to:
Tiffany Makras, Human Resources Director
tiffany.makras@myclearwater.com

(d) This Lease Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to the rental of the Leased Premises.

(e) If any clause, provision or section of this Lease Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.

(f) This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signed counterparts of this Lease Agreement may be delivered via facsimile, electronic mail (including a pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Neither party shall raise the Statute of Frauds as a defense to such party's signature

delivered by facsimile or electronic media. Without limiting the effectiveness of the foregoing, the parties agree to immediately exchange original executed counterparts of this Lease Agreement.

(g) The provision of this Lease Agreement relating to waiver of a jury trial and the right of redemption shall survive the termination or expiration of this Lease Agreement.

(h) Time is of the essence of this Lease Agreement and each and every provision hereof.

32 CONSTRUCTION. In this Lease Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Lease Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Lease Agreement.

(b) Any headings preceding the texts of the several Sections of this Lease Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

33 FORCE MAJEURE. This Lease Agreement and the obligation of Tenant to pay rent and additional rent hereunder and to perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying, any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of a strike or labor trouble, or governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war or other emergency, or by any Act of God or other condition beyond the control of Landlord.

34 SECURITY DEPOSIT. Tenant deposited with Landlord the sum of \$3,569.33 as a security deposit under the Prior Lease. Landlord and Tenant agree that Landlord shall continue to hold such sum as a security deposit in connection with this Lease Agreement (the "Deposit"). Landlord and Tenant agree that Landlord will hold the Deposit as security for the full and faithful performance by Tenant of each and every covenant, term and condition of this Lease Agreement. The Deposit, without interest, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the term hereof, provided Tenant has fully performed hereunder. Landlord may withhold such sum after the expiration or other termination of this Lease Agreement until Tenant has paid in full Tenant's share of the Increased Costs for the calendar year in which such expiration or other termination occurs. Such sum is not prepaid Rent and shall not be applied by Tenant to the Rent for the last (or any) months of the term of this Lease Agreement, or to any other amount due under this hereunder.

Landlord shall have the right to co-mingle the Deposit with any other accounts of Landlord, and shall not be required to keep a separate account for the Deposit. Landlord shall have the right to apply any part of the Deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Deposit on hand at all times during the Lease Term. In the event of a sale of the Building or a lease of the Building, subject to this Lease Agreement, Landlord shall transfer the Deposit to the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of the Deposit and Tenant shall look to the new landlord solely for the return of the Deposit and this provision shall apply to every transfer or assignment made of the Deposit to a new landlord. The Deposit shall not be assigned or encumbered by Tenant without the written consent of Landlord, and any such assignment or encumbrance without such consent shall be void.

35 NO RECORDATION OF LEASE. Neither this Lease Agreement nor any notice or memorandum thereof shall be recorded in the public records.

36 REPRESENTATIONS AND WARRANTIES OF TENANT. Tenant represents and warrants that the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Tenant and will not violate any provision of law, any order of any court or agency of government, or the articles of incorporation/organization or by-laws/operating agreement or partnership agreement of the Tenant, or any indenture, agreement or other instrument to which the Tenant is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

37 CONSENT OF MORTGAGEE. In the event that the Property is encumbered by a mortgage and such mortgage requires the consent of the Mortgagee to leases of the Property, Landlord's obligations under this Lease Agreement are contingent upon, and shall not become effective unless and until, the Mortgagee has consented to it. Landlord will use its best efforts to obtain the Mortgagee's consent but shall not be liable in the event that the Mortgagee does not consent. The parties agree that they will modify or amend this Lease Agreement if required by the Mortgagee as a condition to its consent, provided that such modification does not substantially alter the financial terms hereof or the rights or obligations of the parties hereunder. Tenant agrees to cooperate with Landlord in obtaining such consent.

Whenever the consent of Landlord is required hereunder, the consent of the Mortgagee shall also be required if the mortgage or Lease Agreement so requires. The Mortgagee shall also have such rights of the Landlord (e.g., to access) as may be provided in the mortgage.

38 NON-RECOURSE TO LANDLORD. Notwithstanding anything to the contrary provided in this Lease Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease Agreement by Landlord, that if Landlord shall fail to perform any covenant, term or condition of this Lease Agreement upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Landlord in the Property and Building, as the same may then be encumbered, and neither Landlord, nor, if Landlord be an entity, any of the shareholders, directors, officers, partners, managers or members comprising such entity, shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Property and Building. In the event of the sale or other transfer of Landlord's right, title and interest in the Building, Landlord shall be released from all liability and obligations hereunder.

39. DISCLAIMER REGARDING SECURITY. Tenant acknowledges that even if Landlord installs and operates security cameras, key card access systems, or other security equipment and/or provides manned security or any other services that could be construed as being intended to enhance security (with no obligation of Landlord to install any such equipment or provide any such services), Landlord shall have no obligation or liability to Tenant, its employees, invitees, agents, contractors or licensees, or to any other person, for any damage, claim, loss or liability related to any claim that Landlord had a duty to provide security or control access, or that the equipment or services provided by Landlord were inadequate, inoperative or otherwise failed to adequately control access or provide adequate security. Any such claim made against Landlord shall be subject to the provisions of Section 12 above.

40. WAIVER OF JURY TRIAL. LANDLORD AND TENANT EACH SHALL AND THEY HEREBY DO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, WHETHER DURING OR AFTER THE TERM, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. If Landlord shall commence any proceeding, summary or otherwise, against Tenant, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant or Landlord. Tenant

acknowledges that the provisions of this Section 40 were a material term and inducement to Landlord's agreement to enter into this Lease Agreement.

41. TERMINATION BY TENANT. If the clinic operated by Tenant within the Leased Premises is permanently closed by Tenant or relocated to a Tenant-owned building or facility and Tenant is not in default of this Lease, then Tenant shall have the right to cancel this Lease at any time after the first full Lease Year by providing Landlord with written notice of Tenant's election to cancel this Lease (the "Tenant Notice"), whereupon (a) Tenant shall be deemed to have forfeited the Deposit to Landlord, (b) Tenant shall pay to Landlord the unamortized cost of the leasing commission(s) incurred by Landlord in connection with this Lease within 10 days after its receipt of Landlord's invoice therefor, and (c) this Lease shall terminate and expire on the date that is one hundred twenty (120) days after the date of the Tenant's Notice provided that Tenant has timely made payment described in item (b) above and has not defaulted under this Lease subsequent to the date of the Tenant Notice.

42. PUBLIC RECORDS. This lease is subject to the Public Records Law of the State of Florida, including Chapter 119, Florida Statutes. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this lease or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida Statutes. Tenant may terminate this Lease on one hundred twenty (120) days' prior written notice to Landlord if Landlord refuses to allow public access to any documents, papers, letters or other materials in Landlord's possession that were made or received by either party hereto in conjunction with this Lease and are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

43. CAPTIONS AND COUNTERPARTS. The captions and paragraph headings contained in this Lease are for convenience of reference only and shall not be used in construing or enforcing any of the provisions contained herein. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties hereto, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The parties agree that an electronic or facsimile transmission of this signed Lease shall constitute an original and binding document.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

LANDLORD:

EASTBOURNE INVESTMENTS LTD.,

By: _____
Francis Egan, President

Date: _____

TENANT:

CITY OF CLEARWATER

Brian J. Aungst, Sr.
Mayor

Date: _____

Jennifer Poirrier
City Manager

Date: _____

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk

EXHIBIT A

PROPERTY

PINELLAS COUNTY FL OFF. REC. BK 19420 PG 1216

EXHIBIT "A"

Parcel 1

Lots 9, 10 and 11, Block 13, MAP OF BELLEAIR according to the map or plat thereof, as recorded in Plat Book 1, Page 105, of the Public Records of Hillsborough County (of which Pinellas County was formerly a part), together with the West ½ of vacant alley lying adjacent to the East, Public Records of Pinellas County, Florida.

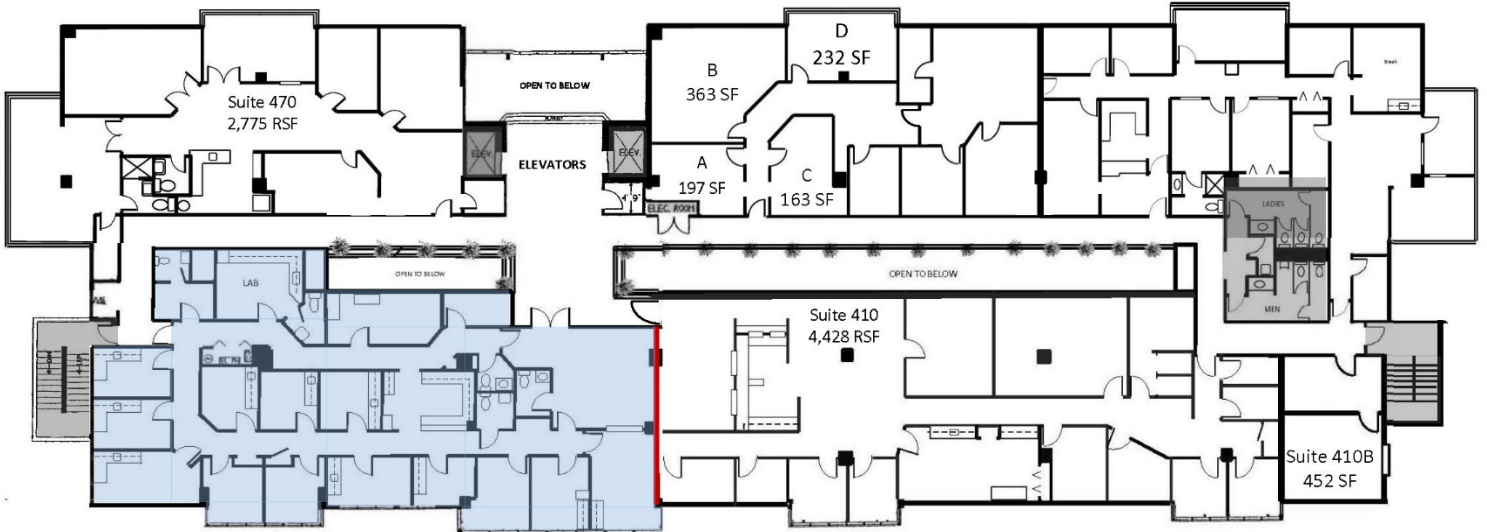
Parcel 2

Lots 6, 7, 8, 9, 10 and 11 together with the South ½ of vacated alley abutting the North boundary of said Lots 6, 7, 8, 9, 10 and 11, and also Lots 12, 13, 14 and 15, together with the North ½ of vacated alley, abutting the South boundary of said Lots 12, 13, 14 and 15, Block 25, MAP OF BELLEAIR according to the map or plat thereof, as recorded in Plat Book 1, Page 105, of the Public Records of Hillsborough County (of which Pinellas County was formerly a part), together with the vacated 4th Avenue right-of-way abutting the West boundary of Lots 11, 12, and the North half of vacated "B" Street, and also abutting the West boundary of said vacated alley together with the North half of "B" Street Right-of-Way abutting the South boundary of the said Lots 6, 7, 8, 9, 10 and 11, all lying in Section 21, Township 29 South, Range 15 East, of Pinellas County, Florida.

EXHIBIT B

OUTLINE OF LEASED PREMISES

SUITE 400 – 3,719 RSF (MOL)



City of Clearwater
Suite 400
3,719 RSF

EXHIBIT C

PREMISES

City of Clearwater
Suite 400 / 3,719 RSF

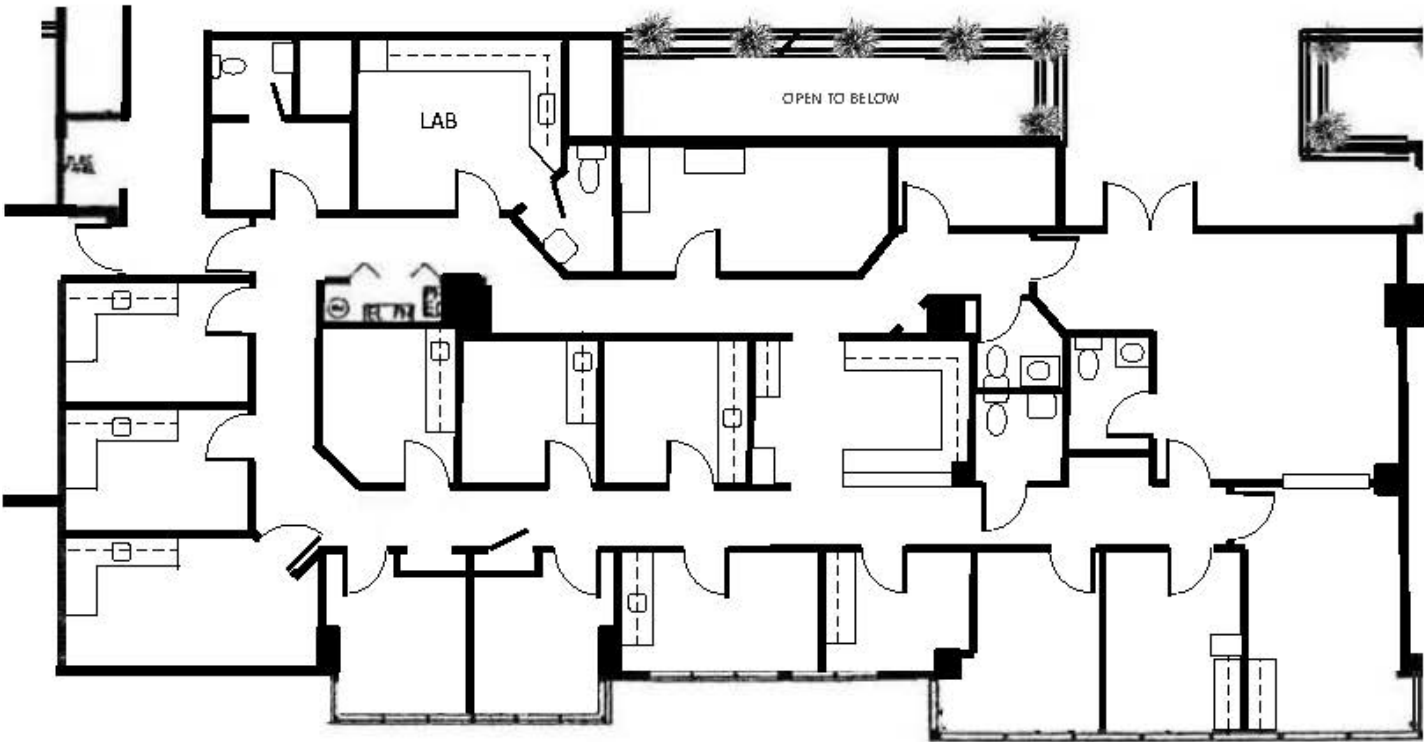


EXHIBIT D

BUILDING RULES AND REGULATIONS

The following Building Rules and Regulations have been adopted by the Landlord for the care, protection and benefit of the Leased Premises and the Building and for the general comfort and welfare of all tenants.

1. The sidewalks, entrances, passages, hallways, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Building and Tenant's Leased Premises.

2. Restroom facilities, water fountains, and other water apparatus shall not be used for any purpose other than those for which they were constructed.

3. Landlord reserves the right to designate the time when freight, furniture, goods, merchandise and other articles may be brought into, moved or taken from the Leased Premises or the Building.

4. Tenant shall not put additional locks or latches upon any door without the written consent of Landlord. Any and all locks so added on any door shall remain for the benefit of Landlord, and the keys to such locks shall be delivered to Landlord by and from Tenant.

5. Landlord shall not be liable for injuries, damage, theft, or other loss, to persons or property that may occur upon, or near any parking areas that may be provided by Landlord. Tenant, its agents, employees, and invitees are to use same at their own risk, Landlord to provide no security with respect thereto. The driveways, entrances, and exits upon, into and from such parking areas shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees; provided, however, Landlord shall not be responsible or liable for failure of any person to observe this rule. Tenant, its employees, agents, guests and/or invitees shall not park in space(s) that may be reserved for others.

6. Tenant shall not install in the Leased Premises any heavyweight equipment or fixtures or permit any concentration of excessive weight in any portion thereof without first having obtained Landlord's written consent.

7. Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Building and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Building outside ordinary business hours. Landlord will exercise its best judgment in the execution of such control but will not be liable for the granting or refusal of such access.

8. Landlord reserves the right at all times to exclude the general public from the Building upon such days and at such hours as in Landlord's sole judgment will be in the best interest of the Building and its tenants.

9. No wires of any kind or type (including but not limited to T.V. and radio antennas) shall be attached to the outside of the Building and no wires shall be run or installed in any part of the Building without Landlord's prior written consent.

10. If the Premises are furnished with carpeting, Tenant shall provide a plexiglass or comparable carpet protection mat for each desk chair customarily used by Tenant. For default or carelessness in these respects, Tenant shall pay Landlord the cost of repairing or replacing said carpet, in whole or in part, as additional rent when, in Landlord's sole judgment, such repair or replacement is necessary.

11. Landlord shall furnish a reasonable number of door keys to Tenant's Premises and/or the Building which shall be surrendered on termination or expiration of the Lease. Landlord reserves the right to require a deposit for such keys to insure their return at the termination or expiration of the Lease. Tenant shall get keys only from Landlord and shall not obtain duplicate keys from any outside source. Further, Tenant shall not alter the locks or effect any substitution of such locks as are presently being used in Tenant's Premises or the Building.

12. Tenant shall keep all doors to Premises closed at all times except for ingress and egress to the Premises.

13. All installations in the Common Telephone/Electrical Equipment Rooms shall be limited to terminal boards and connections. All other electrical equipment must be installed within the Leased Premises.

14. It is expressly understood and agreed that any item of any nature whatsoever placed in Common Areas (i.e., hallways, restrooms, elevators, parking areas, storage areas and equipment rooms, etc.) are placed at the Tenant's sole risk and Landlord assumes no responsibility whatsoever for any loss or damage as regards same.

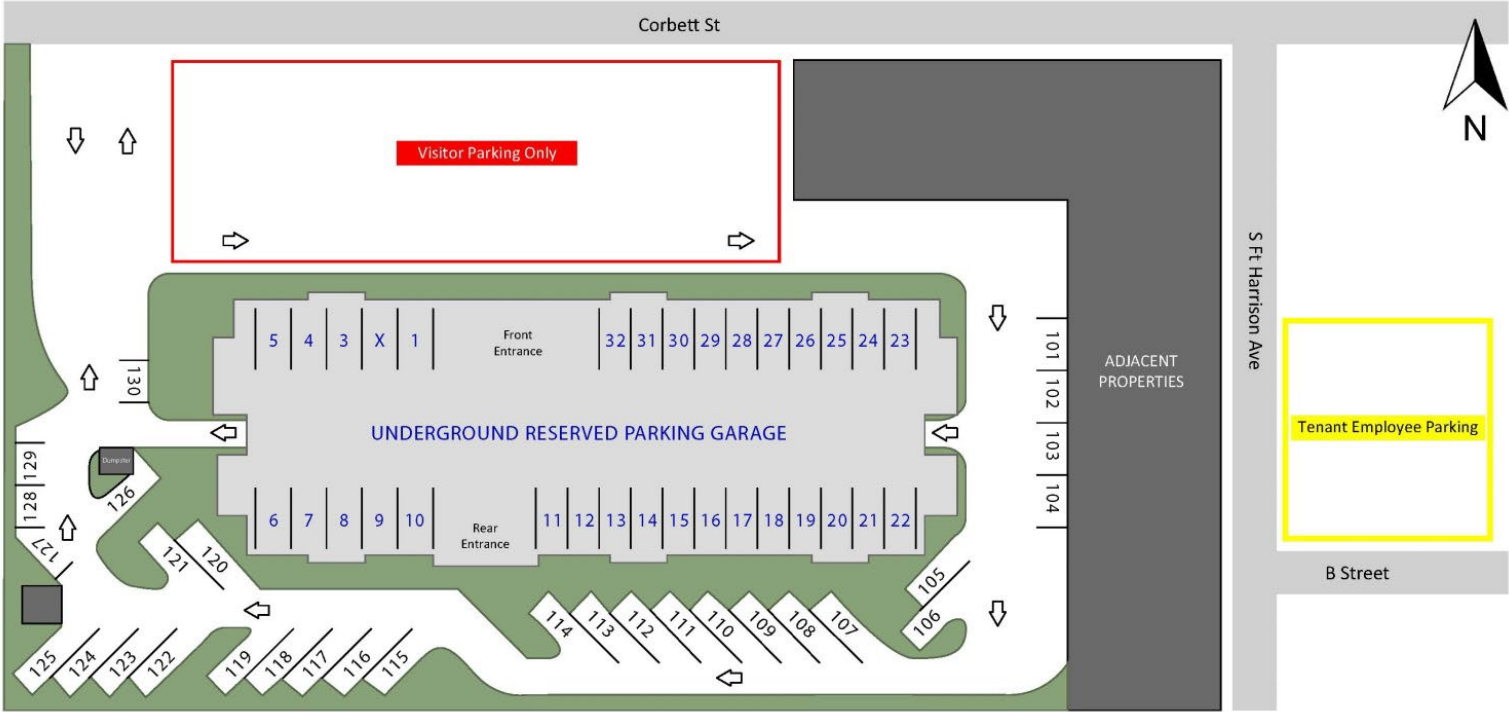
15. No Smoking Policy - Florida law prohibits smoking in enclosed indoor workspaces pursuant to the "Florida Clean Indoor Air Act," Fla. Stat. §§ 386.201, et seq. (the "Act"). The tenant suites in the Building are enclosed indoor workspaces within the meaning of the Act. In accordance with the Act, it is Building policy that tenants and all occupants, including all employees, visitors, and guests, of any suite in the Building may not smoke in the suites or in the Building common areas. Smoking includes cigarettes, cigars, pipes, and any other lighted tobacco product.

This no smoking policy is extended to, and also includes, electronic cigarettes or e-cigarettes or any other device using nicotine that emits any smoke or vapor. It is Building policy that smoking of any electronic cigarette or e-cigarette or such device is prohibited in any place in the Building where smoking is prohibited by law. Therefore, no smoking of any cigarette, cigar, pipe, lighted tobacco product, electronic cigarette, e-cigarette or device that emits any smoke or vapor is permitted in any suite or common area of the Building. Smoking is permitted only in those designated smoking areas outside the Building.

If any person witnesses or becomes aware of any violation of this no smoking policy or of the Act in the Building, he or she should report the violation to Building management, Ciminelli Real Estate Services of Florida, LLC, 813-908-1727.

16. If Tenant utilizes more than its allotted number of parking spaces as established in its lease agreement, it may result in the Landlord directing Tenant to seek immediate alternative parking arrangements for its excessive parking needs in order to provide adequate parking for all tenants and visitors within the Property. Except for any particular spaces designated from time to time by Landlord for reserved parking, all parking shall be on an unreserved, first-come, first-served basis. Landlord shall have the right to tow, otherwise remove or boot improperly parked vehicles, vehicles blocking ingress or egress lanes, or vehicles violating parking rules, at the expense of the offending tenant and/or owner of the vehicle without liability to Landlord. Tenant agrees to indemnify, defend and save Landlord harmless from and against any claims, liability, damage, loss and costs, including reasonable attorneys' fees, incurred by Landlord as a result of any such towing or booting vehicles owned or driven by Tenant's employees, agents, contractors and invitees. Landlord shall be entitled to a fee of \$50.00 for each day the boot remains in place. Tenant's right to use, and its right to permit its principals, employees, agents, contractors and invitees to use, the parking areas are subject to the following conditions: (a) Landlord has made no representations or warranties with respect to the parking areas, the number of spaces located therein, or access thereto; (b) Landlord reserves the right to modify the number of spaces in the parking areas so long as the number of spaces remaining is in compliance with all applicable governmental requirements, and reserves the right to change the access to the parking areas, provided that some manner of reasonable access to the parking areas remains after such change; and either of the foregoing shall not entitle Tenant to any claim against Landlord or to any abatement of rent; (c) Landlord has no obligation to provide security or a parking lot attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, or any personal injury, property damage, or other tort liability suffered by Tenant, its principals, employees, agents, contractors or invitees, Tenant agreeing to bear the risk of loss for same; and (d) if and when so requested by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors.

EXHIBIT F
PARKING PLAN



The Tenant has been provided the reserved garage parking spaces identified as **#8 and #20** for the term of the Lease.